



COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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Commissioners

Carlos Jackson
Executive Director

August 14, 2007

Honorable Board of Commissioners
Community Development Commission
of the County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Commissioners:

**ARCHITECTURAL SERVICES AGREEMENT TO DEVELOP COMMUNITY CENTER
AT POTRERO HEIGHTS PARK IN THE CITY OF MONTEBELLO (1)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the Architectural Services Agreement (Agreement) between the Community Development Commission (Commission) and Lehrer Architects (Consultant) for development of the Potrero Heights Community Center at 8051 Arroyo Drive in the City of Montebello is not subject to the California Environmental Quality Act (CEQA), because it will not have a physical impact or result in any physical changes to the environment.
2. Approve and authorize the Executive Director to execute the Agreement, presented in substantially final form, to be effective upon execution by all parties, which will not exceed 30 days following the date of Board approval; and authorize the Executive Director to execute all related documents.
3. Authorize the Executive Director to fund the Agreement with \$258,000 in funds from the County of Los Angeles, which are included in the Commission's approved Fiscal Year 2007-2008 budget.
4. Authorize the Executive Director to execute amendments to the Agreement to increase the compensation amount by up to \$51,600, for unforeseen project costs, following approval as to form by County Counsel, using the same source of funds described above.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

The purpose of this action is to award an Agreement for architectural services to develop a new community center in the City of Montebello.

FISCAL IMPACT/FINANCING:

There is no impact on the County General Fund. The architectural services will be funded with \$258,000 in funds from the County of Los Angeles, which are included in the Commission's approved Fiscal Year 2007-2008 budget. A 20 percent contingency, in the amount of \$51,600, is also being set aside for unforeseen costs using the same source of funds.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

On February 7, 2006, the Board instructed the Chief Administrative Officer to transfer \$1,168,437 in First Supervisorial District funding from the Project and Facility Development Budget to the Commission for the development of a new community center at Potrero Heights Park in the City of Montebello. On May 1, 2006, the First Supervisorial District requested that the Commission provide construction and project management services for the development of various community facilities, including the subject project.

The Commission wishes to enter into an Agreement with the Consultant to provide architectural services to develop a new community center that will provide a range of services for adults and children, including a senior lunch program and recreational activities. The final determination of services will be made during the programming phase, which will be led by the Consultant and include interviews and needs assessments of the user groups, which are the County Department of Community and Senior Services and the Department of Parks and Recreation of the City of Montebello.

The Consultant will be responsible for programming, design development, final design, preparation of final construction documents, assistance with the bid phase to identify a contractor to construct the community center and related services required for the project.

Should the Consultant require additional or replacement personnel during the term of the Agreement, it will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

The Agreement, presented in substantially final form, has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION:

This action is exempt from the provisions of the National Environmental Policy Act pursuant to 24 Code of Federal Regulations, Part 58, Section 58.34 (a)(3) because it involves administrative activities that will not have a physical impact or result in any physical changes to the environment. This action is also not subject to the provisions of CEQA pursuant to State CEQA Guidelines 15060(c)(3) and 15378, because it is not defined as a project under CEQA and does not have the potential for causing a significant effect on the environment.

CONTRACTING PROCESS:

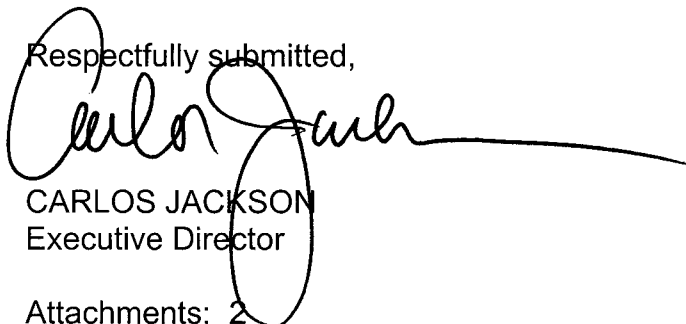
On August 24, 2006, the Commission initiated a Request for Statements of Qualifications (RFSQs) inviting interested firms to submit statements to be considered for placement on a pre-qualified list for two years from the date of approval by the Executive Director. Notices of the RFSQ were mailed to 212 architectural firms identified from the Commission's vendor list. Announcements also appeared in eight local newspapers, the County WebVen website and the Commission's website. Sixty-two RFSQs were distributed.

On September 14, 2006, sixteen firms submitted Statements of Qualifications (SOQs). A review panel of Commission staff and the Director of Parks and Recreation for the City of Montebello evaluated and ranked the SOQs. The Consultant was determined to be the most qualified and responsive firm for this project, and was invited to submit a fee proposal and enter into negotiations with the Commission. This resulted in a negotiated fee of \$258,000. The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT PROJECT:

The proposed Agreement will provide services necessary to complete the design of the proposed community center.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Carlos Jackson', with a long horizontal line extending to the right.

CARLOS JACKSON
Executive Director

Attachments: 2

ATTACHMENT A

Summary of Outreach Activities

Request for Statement of Qualifications (RFSQs) for Architectural and Services

On August 17, 2006, the following Request for Statement of Qualifications (RFSQs) process was initiated to identify the most qualified and experienced architectural firm to provide services for the development of the Potrero Heights Community Center.

A. Newspaper Advertising

Beginning on August 17, 2006, announcements of the RFSQs appeared in the following eight local newspapers:

Dodge Construction News/Green Sheet
Eastern Group Publication
International Daily News
La Opinion

Los Angeles Sentinel
Los Angeles Times
The Daily News
Wave Community newspapers

The announcement of the RFSQs was also posted on the Commission's website and the County WebVen website. Firms were asked to request the RFSQs via email directly through the County's WebVen website or to obtain the RFSQs from the Commission.

B. Distribution of Request for Qualifications

The Commission's vendor list was used to mail out the announcement of the RFSQs to 212 architectural firms, of which 132 identified themselves as businesses owned by minorities or women (private firms which are 51 percent owned by minorities or women, or publicly-owned businesses in which 51 percent of the stock is owned by minorities or women). As a result of the outreach, 62 RFSQs were requested and distributed.

C. Statements of Qualifications

On September 14, 2006, a total of sixteen firms submitted Statements of Qualifications, of which ten identified themselves as minority-owned.

D. Review of Statement of Qualifications

From October 2006 to January 2007, a review panel Commission and City representatives reviewed the Statements of Qualifications and ranked each firm independently. Based on qualifications and experience, Lehrer Architects was invited to submit a fee proposal and enter into negotiations with the Commission, resulting in a mutually agreeable fee of \$258,000.

E. Minority/Women Participation - Firm Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Lehrer Architects, Inc.	Non-Minority	Total: 13 4 minorities 4 women 31% minority 31% women
Airplus Engineering Consultants LLC (Mechanical and Plumbing Engineers)	Declined to submit.	
Chew Specifications (Specifications)	Declined to submit.	
Cumming LLC (Cost Estimators)	Minority	Total: 155 31 minorities 48 women 20% minority 31% women
Consulting Engineers, Corp. (Structural Engineers)	Declined to submit.	
George G. Boghossian & Assoc. Inc. (Civil Engineering)	Declined to submit.	
John Labib & Associates (Structural Engineers)	Declined to submit.	
Laschober+Sovich (Food Facilities Consultant)	Non-Minority	Total: 5 1 minority 1 woman 20% minority 20% women
Mia Lehrer & Associates (Landscape Architect)	Minority	Total: 25 9 minorities 16 women 36% minority 64% women
M&M&Co. (Land Surveyors)	Declined to Submit	

Patricia Newton Design Studio
(Signage Consultant)

Declined to submit.

Vector Delta Design Group, Inc.
(Electrical Engineers)

Non-Minority

Total: 3
0 minorities
1 woman
0% minority
33% women

F. Minority/Women Participation - Firms Selected for the Pre-Qualified List, but Not Selected for this Project

Name

Ownership

Employees

GA Design

Non-Minority

Total: 11
1 minority
3 women
9% minority
27% women

Gonzalez Goodale Architects

Minority

Total: 43
22 minorities
5 women
51% minority
12% women

Kennard Design Group

Minority

Total: 9
3 minorities
5 women
33% minority
55% women

Pickard Architects

Minority

Total: 17
12 minorities
7 women
71% minority
41% women

Sporano + Mooney Architecture

Minority

Total: 6
2 minorities
2 women
33% minority
33% women

The Commission conducts ongoing outreach to include minorities and women in the contract award process, including: providing information at local and national

conferences; conducting seminars for minorities and women regarding programs and services; advertising in newspapers to invite placement on the vendor list; and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Commission.

The recommended award of the Agreement is being made in accordance with the Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ARCHITECTURE AND ENGINEERING SERVICES AGREEMENT

Agreement for Professional Services

Between

**The Community Development Commission of the
County of Los Angeles**

And

Lehrer Architects LA

For

Potrero Heights Community Center

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Section 1.0 Recital

This Agreement is made and entered into this _____ day of August, 2007 by and between the Community Development Commission of the County of Los Angeles, hereinafter called "**the Commission**," and Lehrer Architects LA, hereinafter called "**the Consultant**."

Section 2.0 Purpose

The purpose of this Agreement is to allow the Commission to retain the services of the Consultant to provide for the full range of architectural design services, and any other required services required for the expansion, development and construction and/or rehabilitation of Potrero Heights Community Center located in Montebello, California.

Section 3.0 Term

This Agreement shall commence as of the day and year first above written and shall remain in full force for the duration of the project, unless sooner terminated in writing as provided herein. A performance review shall be conducted no later than 90 days prior to the end of the first and second years of the agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, written notification will be given to the Consultant whether the Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

Section 4.0 Consultant Responsibilities

Upon the request of the Commission's Contracting Officer or designee, which may include the Director of the Construction Management Division, the Consultant shall complete the work program described in this Agreement for the subject project. The Consultant agrees that all work performed by the Consultant will be the sole responsibility of the Consultant. See Appendix B for Scope of Work.

Section 5.0 Consultant's Personnel and Subconsultants

The Consultant's employees and subconsultants identified below are considered essential to the Agreement work effort. Prior to diverting or substituting any of the specified individuals, the Consultant shall notify the Contracting Officer reasonably in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact on the Agreement. The Consultant shall make no diversion or substitution of key personnel without the prior written consent of the Contracting Officer.

Employees:

Michael B. Lehrer, FAIA, Principal

Robin Sakahara, Project Architect / Project Manager

Sub consultants:

George G. Boghossian & Assoc. Inc. (Civil Engineers)
Mia Lehrer + Associates (Landscape Architect)
Consulting Engineers, Corp. (Structural Engineers)
Airplus Engineering Consultants, LLC (Mechanical and Plumbing Engineers)
Vector Delta Design Group Inc. (Electrical Engineers)
Chew Specifications (Specifications)
Cumming LLC (Cost Estimators)
Laschober + Sovich (Food Facilities Consultant)
Patricia Newton Design Studio (Signage Consultant)
M&M&Co. (Land Surveyors)

Section 5.1 Independent Consultant

The Consultant shall perform the services as contained herein as an independent consultant and shall not be considered an employee of the Commission or under Commission supervision or control. This Agreement is by and between the Consultant and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, employee, or joint venture, between the Commission and the Consultant.

The Consultant agrees that any claims, liability, damage, or lawsuits resulting from its negligence, including items that are not in compliance with federal, state, or local codes, regulations and laws, will be the sole responsibility of the Consultant.

If the Consultant is comprised of more than one legal entity, each such entity shall be jointly and severally liable and responsible hereunder.

Section 5.2 Assignment By Consultant

The Consultant shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Consultant may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Consultant.

Shareholders, partners, members, or other equity holders of the Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Consultant's duties, responsibilities, obligations, or performance of same by any entity other than the Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Consultant as it could pursue in the event of default by the Consultant.

Section 5.3 Employees of Consultant

Workers' Compensation: Consultant understands and agrees that all persons furnishing services to the Commission pursuant to this Agreement are, for the purpose of workers' compensation liability, employees solely of Consultant. Consultant shall bear sole responsibility and liability for providing workers' compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Agreement.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Consultant's employees, agents or subconsultants which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees or agents of the Commission against any and all Consultant's employees, agents or subconsultants providing services for the Commission. The Consultant assumes all liability for the actions of the Consultant's employees, agents or subconsultants and is responsible for taking appropriate action after the Consultant receives reports of harassment.

Section 5.4 Subcontracting

The Consultant may subcontract only those specific portions of work allowed in the original specifications covered by this Agreement. The Consultant shall not subcontract any part of work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval by the Commission.

Section 6.0 Responsibilities of the Commission

- a. The Commission shall provide all necessary information regarding its requirements as expeditiously as necessary for the orderly progress of the work.
- b. The Commission shall designate the representative authorized to act in its behalf with respect to the Project. The Commission or its representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.

- c. The Commission's designated representative authorized to act in its behalf with respect to the Project shall be:

DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave.
Los Angeles, CA 90022

- d. The Commission's representative shall examine documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Consultant's Work.
- e. The Commission shall provide the Consultant with any plans, publications, reports, statistics, records or other data or information pertinent to the services to be provided hereunder which are reasonably available to the Commission. However, their accuracy cannot be guaranteed. These drawings, plans, publications, reports, statistics, records or other data or information supplied by the Commission are the proprietary and confidential property of the Commission and cannot be transferred or used by the Consultant for any other purpose. The Consultant agrees to safeguard and return this property to the Commission upon completion of the project.
- f. The Commission shall also work with the Consultant to discover existing site conditions that may affect the order, progress, and cost of the work.
- g. The Commission shall provide information on any previously obtained waivers of local codes, ordinances, or regulations or standards affecting the design of the Project.

Section 7.0 Release of News Information

No news releases, including photographs, public announcements or confirmation of same, of any part of the subject matter of this Agreement or any phase of any program hereunder shall be made without prior written approval of the Commission's Executive Director or designee.

Section 8.0 Confidentiality of Reports

The Consultant shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

Section 9.0 Compensation; Agreement Type and Payment – Not-to-Exceed

See Attachment A.

Section 10.0 Compensation Adjustments

There shall be no adjustments to compensation except as authorized by amendment as specified in Section 41.0, Amendments. Changes in compensation shall only be adjusted by amendment as a result of changes in the Scope of Work. All costs of the Work and other costs, fees, or expenses, of any kind, in excess of the compensation as specified in this Agreement, and as adjusted by amendment, shall be borne solely by Consultant, without reimbursement by Commission.

Section 11.0 Notice to Proceed

The Consultant will perform services for each phase upon receipt of a written Notice to Proceed from the Commission. The Consultant will only perform the scope of work for the phase(s) identified in the Notice to Proceed.

Section 12.0 Payment Schedule

The Consultant shall submit invoices for compensation for each phase of the scope of services, in a format approved by the Commission, depicting a detailed, itemized list of actual work completed and total amount due, on a monthly basis. Said compensation shall be considered full and complete reimbursement for all of the Consultant's costs associated with the services provided hereunder, including all indirect costs, overhead, and insurance premiums.

Consultant shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Consultant.

Section 13.0 Source and Appropriation of Funds

The Commission's obligation is payable only and solely from funds appropriated through the Board of Supervisors of the County of Los Angeles and for the purpose of this Agreement. All funds are appropriated every fiscal year beginning July 1. In the event this Agreement extends into the succeeding fiscal year and funds have not been appropriated, this Agreement will automatically terminate as of June 30 of the current fiscal year. The Commission will notify the Consultant in writing within ten days of receipt of non-appropriation notice. Consultant shall be entitled to payment for all work completed through date of receipt of said notice.

Section 14.0 Conflict of Interest

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less

interest in publicly traded companies) or affiliate with any business or business entity that has entered into any Agreement, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, upon written request, disclose in writing to the Commission any other contractual or employment arrangement from which it receives compensation. The Consultant agrees not to accept any employment during the term of this Agreement by any other person, business or corporation which employment will or may likely develop a conflict of interest between Commission's interests and the interest of third parties.

Section 15.0 Commission Ownership of Documents

All drawings and specifications prepared and furnished by the Consultant shall become the property of the Commission upon their approval in writing by the Commission or upon the prior termination of the Consultant's services hereunder, and the Consultant shall have no claim of any kind, including without limitation, for further employment or additional compensation as a result of exercise by the Commission of its full rights of ownership and use of these documents and materials. The Consultant shall retain a record copy for its own files.

Section 16.0 Indemnification

Consultant shall indemnify, defend and hold harmless the Commission, the Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and their elected and appointed officers, employees, and agents from and against any and all claims, including attorneys fees and costs, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant.

Section 17.0 Insurance

The Consultant shall procure and maintain at Consultant's expense for the duration of this Agreement the following insurance against which may arise from or in connection with the performance of the work by the consultant, its agents, representatives, employees or subconsultants, from an insurance company that is admitted to write insurance in California or that has a rating of or equivalent to A:VIII by A. M. Best & Company. Any deviation from this rule shall require specific approval in writing by Commission.

The consultant shall furnish the Commission with certificates of insurance and with original endorsements affecting coverage as required herein and which reflect the Commission, Housing Authority, and County's status as additional insureds as required below. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

- | | |
|----|---|
| A. | GENERAL LIABILITY INSURANCE (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following: |
| | General Aggregate \$2,000,000 |
| | Products/Completed Operations Aggregate \$1,000,000 |
| | Each Occurrence \$1,000,000 |

The Commission, the Housing Authority, the County, their officials, agents, and employees shall be covered as additional insureds with respect to: liability arising out of activities performed by or on behalf of the consultant; products and completed operations of the consultant; premises owned, leased or used by the consultant.

- B. PROFESSIONAL LIABILITY INSURANCE (errors and omissions) in an amount not less than One Million Dollars (\$1,000,000) aggregate per claim.
- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each incident. Such insurance shall include coverage of all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."
- D. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-policy limit	\$1,000,000
Disease-each employee	\$1,000,000

Any self-insurance program and self-insured retention must be separately approved by the Commission.

Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after thirty (30) days' prior written notice to the Commission, and shall be primary and not contributing to any other insurance or self-insurance maintained by the Commission.

All coverage for subconsultants shall be subject to the requirements stated herein and shall be maintained at no expense to the Commission.

Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of contract upon which the Commission may immediately terminate this Agreement.

Section 18.0 Compliance with Laws

The Consultant agrees to be bound by all applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Agreement, including but not limited to, the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85, and the Americans with Disabilities Act of 1990. As the compensation under this

Agreement is in excess of \$100,000, the Consultant shall comply with applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 18579(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Consultant must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Agreement.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or subject to discrimination under this Agreement on the basis of age or with respect to an otherwise qualified disabled individual.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

During the performance of the Agreement, the Consultant agrees to comply with the following federal provisions:

Executive Order 11246 and 11375 Equal Opportunity (Non-Discrimination in Employment by Government Consultants, Subconsultants, and Consultants)

During the performance of this Agreement, the Consultant agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Consultant setting forth the provisions of this non-discrimination clause.

The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Consultant will send to each labor union or representative of workers with which he has a collective bargaining Agreement or other Agreement or understanding, a notice, which is to be provided to the agency contracting officer, advising the labor union or worker's representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Consultant will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. In the event of the Consultant's noncompliance with the nondiscrimination clauses of the Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order, and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Consultant will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Consultant becomes involved in, or is threatened with litigation with a subconsultant or vendor as result of such direction by the contracting agency, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Under Title VI of the Civil Rights Act of 1964, and Section 109 of the Housing and Community Development Act of 1974, no person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 19.0 Suspension and Termination

Section 19.1 Suspension

- 19.1.1 Commission, at its convenience, and without further liability except as herein specified, may suspend this Agreement, in whole or in part, by written notice personally delivered to Consultant specifying the effective date and extent of the suspension.
- 19.1.2 Consultant shall immediately discontinue all services unless otherwise indicated by Contracting Officer.
- 19.1.3 Upon request of Contracting Officer, Consultant shall surrender within ten (10) days from receipt of said notice, all drawings, designs, specifications, notes, data, reports, estimates, summaries, or other information relative to the Project, whether complete or in progress, as may have been accumulated by Consultant.

19.1.4 In the event the entire Agreement is suspended, Commission shall pay Consultant reasonable demobilization expenses subject to Commission's rights of set-off, recoupment and withholding. Demobilization expenses are expenses directly attributable to temporarily suspending the work in progress, including the reasonable cost of suspending any commitments for services not yet complete. Commission shall not be liable for demobilization expenses if only a portion of the Agreement is suspended.

19.1.5 In the event the entire Agreement is suspended and Consultant is directed to remobilize within one calendar year of the effective date of the suspension, Commission shall pay remobilization expenses directly attributable to restarting services hereunder and, at Consultant's option, Consultant and Commission shall negotiate Consultant's fees for services remaining under this Agreement. If no agreement as to expenses and fees can be reached, this Agreement may be terminated for the Commission's convenience.

19.1.6 In the event the entire Agreement is suspended and the period of suspension exceeds one calendar year, this Agreement may be deemed terminated for the convenience of Commission upon written notice to the Consultant.

Section 19.2 Termination for Convenience of the Commission

- a. The Commission reserves the right to cancel this Agreement in whole or in part for any reason at all upon ten (10) days' prior written notice to Consultant. In the event of such termination, Consultant shall be entitled to a negotiated prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation if any, shall be adjusted in such termination. In no case shall payment exceed that amount stipulated elsewhere herein for completion of the respective portion or phase of the project. Commission will pay Consultant termination expenses subject to the Commission's rights of recoupment, set-off and withholding.
- b. Consultant shall surrender and deliver to the Contracting Officer, to the extent requested by Contracting Officer, within ten (10) days from receipt of said request all data, reports, estimates, summaries, designs, drawings, specifications, notes, and other work and data developed in the performance of this Agreement, whether complete or in process, as may have been accumulated by Consultant.
- c. Commission may take over the work and services, and prosecute the same to completion by contract or otherwise. Consultant shall not be liable to Commission for any excess costs incurred by Commission in completing the scope of work of this Agreement.
- d. Consultant shall assign the contracts of its consultants and/or their subconsultants to Commission, to the extent requested by the Contracting Officer.

Section 19.3 Termination for Cause and / or Default

This Agreement may be terminated by the Commission upon 10 days' written notice to the Consultant for cause and/or default (failure to perform satisfactorily any of the Agreement terms, conditions and work items) with no penalties incurred upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Consultant to perform any work required to be performed hereunder in a timely and professional manner, or Consultant is not properly carrying out the provisions of the Agreement in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Consultant; and should the Consultant neglect or refuse to provide a means for a satisfactory compliance with this Agreement, consistent with the degree of care and skill exercised by other reputable architects practicing in the Los Angeles area under similar circumstances as those of the Project, and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Agreement by Consultant in whole or in part.
- B. Should the Consultant fail within fifteen (15) days to perform in a satisfactory manner, in accordance with the provisions of this Agreement, or if the work to be done under this Agreement is abandoned for more than fifteen (15) days by the Consultant, then notice of deficiency thereof in writing may be served upon Consultant by the Commission. Should the Consultant fail to comply with the terms of this Agreement within fifteen (15) days thereafter, upon receipt of said written notice of deficiency, the Executive Director of Commission shall have the power to suspend or terminate the operations of the Consultant in whole or in part.
- C. Failure on the part of the Consultant to procure or maintain insurance required by this Agreement shall constitute a material breach of Agreement upon which the Commission may immediately terminate this Agreement.
- D. In the event that a petition of bankruptcy shall be filed by or against the Consultant.
- E. If, through any cause, the Consultant shall fail to fulfill in timely and proper manner the obligations under this Agreement, or if the Consultant shall violate any of the covenants, agreements, or stipulations of this Agreement, the Commission shall thereupon have the right to terminate this Agreement by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In such event, with respect to all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Consultant under this Agreement, Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed, subject to the Commission's rights of recoupment, cut-off, and withholding.

Section 19.4 Termination for Improper Consideration

Commission may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Consultant's performance pursuant to the Agreement. In the event of such termination, the Commission shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of termination for cause and / or default by the Consultant.

Consultant shall immediately report any attempt by a Commission officer or employee to solicit such improper consideration. The Report shall be made to the Executive Director of the Commission.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

Section 19.5 Consultant Responsibility and Debarment

A responsible Consultant is a Consultant who has demonstrated the attribute of trustworthiness, as well as fitness, capacity and experience to satisfactorily perform the Agreement. It is the policy of the Commission to conduct business only with responsible consultants.

The Consultant is hereby notified that, if the Commission acquires information concerning the performance of the Consultant on this or other contracts which indicated that the Consultant is not responsible, the Commission may, in addition to other remedies provided in the Agreement, debar the Consultant from bidding on Commission contracts for a specified period of time not to exceed 3 years, and terminate any or all existing contracts the Consultant may have with the Commission.

The Commission may debar a consultant if the Board of Commissioners finds, in its discretion, that the Consultant has done any of the following: (1) violated any term of a contract with the Commission, (2) committed any act or omission which negatively reflects on the Consultant's quality, fitness or capacity to perform a contract with the Commission or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County, the Commission or the Housing Authority or any other public entity.

If there is evidence that the Consultant may be subject to debarment, the Commission will notify the Consultant in writing of the evidence, which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

The Consultant hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Consultant and/or the Consultant's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Consultant Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the consultant should be debarred, and, if so, the appropriate length of time of the debarment. If the Consultant fails to avail itself of the opportunity to submit evidence to the Consultant Hearing Board, the Consultant may be deemed to have waived all rights of appeal.

A record of the hearing, the proposed decision and any other recommendation of the Consultant hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board. These terms shall also apply to subconsultants of the Consultant.

Section 20.0 Remedies

- a. The rights and remedies of the Commission provided for under this Agreement are in addition to any other rights and remedies provided by law.
- b. Commission may assert, either during or after performance of this Agreement any right of recovery it may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law, withholding, recoupment, or counterclaim.
- c. The rights and remedies of the Commission under this Agreement are in addition to any right or remedy provided by California law.

Section 21.0 Compliance With Jury Service Program

Unless Consultant has demonstrated to the Commission's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program or that Consultant qualifies for an exception to the Jury Service Program, Consultant shall have and adhere to a written policy that provides that its employees shall receive from the Consultant, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Consultant or that the Consultant deduct from the employee's regular pay the fees received for jury service.

For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with a Commission Consultant and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Consultant. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Consultant has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for

purposes of the Jury Service Program. If Consultant uses any subconsultant to perform services for the Commission under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify Commission if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Agreement and at its sole discretion, that Consultant demonstrate to the Commission's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

Consultant's violation of this Section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, Commission may, in its sole discretion, terminate the Agreement and/or bar Consultant from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

Section 22.0 Certification Regarding Lobbying

Consultant is prohibited by the Department of the Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 Code of the Federal Regulations (CFR) 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal agreement, the making of any Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification of said documents.

The Consultant must certify in writing that it is familiar with the Federal Lobbyist Requirements and that all persons and/or subconsultants acting on behalf of the Consultant will comply with the Lobbyist Requirements. The signed County and Federal Lobbyist Certifications submitted with the Agreement are incorporated herein.

Failure on the part of the Consultant or persons/subconsultants acting on behalf of the Consultant to fully comply with the Federal Lobbyist Requirements shall be subject to civil penalties.

Section 23.0 Safety Standards and Accident Prevention

The Consultant shall comply with applicable Federal, state and local laws governing safety, health and sanitation. The Consultant shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on its own

responsibility, reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of this Agreement.

Section 24.0 Drug Free Workplace Act of the State of California

The Consultant certifies under penalty of perjury under the laws of the State of California that the Consultant will comply with the requirements of the Drug-Free Workplace Act of 1990.

Section 25.0 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

Section 26.0 Interpretation

No provision of this Agreement is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Agreement is to be construed as if it were drafted by both parties hereto.

Section 27.0 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach of the same or any other provision hereof.

Neither the Commission's review, approval or acceptance of, nor payment for, the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable to the Commission in accordance with applicable law for all damages to the Commission caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Section 28.0 Commission's Quality Assurance Plan

The Commission or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all Agreement terms and performance standards. Consultant deficiencies which Commission determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and Consultant. If improvement does not

occur consistent with the corrective action measures, Commission may terminate this Agreement or impose other penalties as specified in the Agreement.

A performance review will be conducted no later than ninety (90) days prior to the end of the first and second years of this Agreement to evaluate the performance of the Consultant. Based on the assessment of the performance review, as determined by the Commission in its sole discretion, written notification will be given to the Consultant whether this Agreement will be terminated at the end of the current year or will be continued into the next Agreement year.

Section 29.0 Agreement Evaluation and Review

The ongoing assessment and monitoring of this Agreement is the responsibility of the Commission's Contracting Officer or designee.

Section 30.0 Adherence to Commission's Child Support Compliance Program

Consultant acknowledges that Commission has established a goal of ensuring that all individuals who benefit financially from the Commission through this Agreement are in compliance with their court-ordered child, family and spousal obligations in order to mitigate the economic burden otherwise imposed upon taxpayers of the County.

As required by Commission's Child Support Compliance Program and without limiting Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant warrants that it is now in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wages and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

Termination for Breach of Warranty to Maintain Compliance with Commission's Child Support Compliance Program

Failure of Consultant to maintain compliance with the requirements set forth in this Section 30.0 "Adherence to Commission's Child Support Compliance Program" shall constitute a default by Consultant under this Agreement. Without limiting the rights and remedies available to the Commission under any other provision of the Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the Commission's Board of Commissioners may terminate this Agreement.

Post L.A.'s Most Wanted Parents List

Consultant acknowledges that Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Consultant understands that it is Commission's policy to encourage all Commission consultants to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a

prominent position at Consultant's place of business. District Attorney will supply Consultant with the poster to be used.

Section 31.0 Access and Retention of Records

Consultant shall provide access to the Commission, the Federal Grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Consultant which are directly pertinent to the specific Agreement for the purpose of making audits, examinations, excerpts and transcriptions upon 10 day's written notice. The Consultant is required to retain the aforementioned records for a period of five years after the Commission pays final payment and other pending matters are closed under this Agreement.

Section 32.0 Copyright

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Consultant. All documents become the property of the Commission and the Commission holds all the rights to said data. The Consultant assumes no responsibility for the use of documents in whole or in part in connection with work that is outside the scope of this Agreement.

Section 33.0 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention that arises or is developed in the course of, or under this Agreement.

Section 34.0 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Consultant agrees to use recycled-content paper to the maximum extent possible on the project.

Section 35.0 Notices

Notices herein shall be presented in person or by certified or registered U.S. mail as follows:

Consultant: Michael B. Lehrer, FAIA, Principal
Lehrer Architects, FAIA
2140 Hyperion Avenue
Los Angeles, CA 90027

Commission: DeAnn Johnson, Director
Construction Management Division
Community Development Commission
4800 E. Cesar E. Chavez Ave
Los Angeles, CA 90022

Section 36.0 Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

Section 37.0 Consideration of GAIN/GROW Participants for Employment

Should the Consultant require additional or replacement personnel after the effective date of this Agreement, the Consultant shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Consultant's minimum qualifications for the open position. The Consultant shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

Section 38.0 Safely Surrendered Baby Law

The Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment D of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

The Consultant acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Consultant understands that it is the Commission's policy to encourage all Commission Consultants to voluntarily post the Commission's "Safely Surrendered Baby Law" poster in a prominent position at the Consultant's place of business. The Consultant will also encourage its Subconsultants, if any, to post this poster in a prominent position in the subconsultant's place of business. The Consultant and its subconsultants can obtain posters from the Department of Children and Family Services of the County of Los Angeles.

Section 39.0 Consultant's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Consultants to complete the Charitable Contributions Certification as included in Attachment C – Required Contract Forms, the Commission seeks to ensure that all Commission consultants that receive or raise charitable contributions comply with California law in order to protect the Commission and its taxpayers. A Consultant that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

Section 40.0 Conflict of Interest

The Consultant represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Agreement, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venture or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Agreement and during its term, as appropriate, the Consultant shall, disclose in writing to the Commission any other contract or employment during the term of this Agreement by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

Section 41.0 Amendments

This Agreement may be modified by written amendment, duly executed by both parties.

Section 42.0 Entire Agreement

This Agreement consists of 23 pages plus four Attachments listed below, which constitute the entire understanding and agreement of the parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of the Consultant by the Commission and contains all the covenants and agreements between the parties with respect to such retention.

- A. Fee Schedule
- B. Statement of Work
- C. Required Forms
- D. Required Notices

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Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first written above.

COMMISSION

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

BY:

CARLOS JACKSON

Title: Executive Director

Date:

APPROVED AS TO PROGRAM:

DeAnn Johnson, Director

CONSULTANT

LEHRER ARCHITECTS LA

License Number C12115

BY:

MICHAEL B. LEHRER, FAIA

Title: PRINCIPAL

Date:

BUSINESS ADDRESS

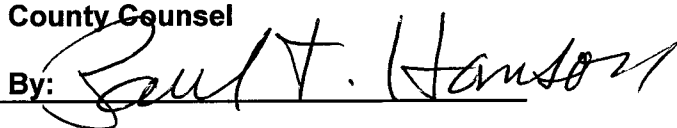
2140 HYPERION AVENUE

LOS ANGELES, CA 90027

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By:



Deputy

CORPORATE SEAL

- If sole proprietor, one signature of sole proprietor.
- If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.
- If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.

ATTACHMENT A

FEE SCHEDULE

The Consultant shall be paid as full compensation for the work required, performed, and accepted under this Agreement, inclusive of all costs and expenses, the maximum, not-to-exceed fee of **\$258,000.**

Payment for Consultant fee shall be made based on the phases and amounts specified below. These amounts include the cost of all base services including those of the subconsultants identified in Section 5.0, above.

Programming (includes testing, surveys, early reports) (5%) \$6,375
Conceptual Design (15%) \$19,125
Design Development (15%) \$19,125
Construction Documents & Specifications (40%) \$51,000
Bidding (5%) \$6,375
Construction Observation (20%) \$25,500

In addition, an allowance for items such as design of the warming / preparation kitchen, public outreach expenses, FF&E, Lighting, architectural models, parking design, programming, renderings, signage design, A.L.T.A. (American Land Title Association) survey, site utility design and connections, and value engineering, or other related and required services, subject to Commission review and approval, shall be up to **\$130,500.** The architect may charge an hourly rate at the following rates below. However, these rates must be negotiated and agreed to prior to commencing extra services that are not part of the original Agreement.

Principal:	\$225 per hour
Project Architect / Project Manager:	\$150 per hour
Project Designer I:	\$125 per hour
Project Designer II:	\$100 per hour
Project Assistant:	\$50 per hour

Additionally, any Agreement amendment or combination of amendments that might result in a total adjusted Agreement sum of Fifty Thousand Dollars (\$50,000) or above must first be approved by the Board of Commissioners of the Commission.

ATTACHMENT “B” STATEMENT OF WORK

Potrero Heights Senior Community Center

STATEMENT OF WORK

1.0 Scope of Work

Perform all engineering and design work related to or required for the performance of this Agreement and as itemized below. This may include a civil engineer's survey documenting existing site conditions such as site boundaries, dimensions, features, easements, structures, trees and any other items needed to properly prepare conceptual and technical drawings for the site and building design; contracting and coordinating with a furniture, fixture and equipment consultant; attending community design presentations and covering community meeting reimbursables; landscape design; parking lot design; site utility survey; A.L.T.A. Survey; and any other consulting services, engineering services and/or inspections required to complete design and construction. Prepare a detailed design schedule showing how the Consultant will meet the Commission's target deadlines with respect to phases identified below.

ARCHITECTURAL PROGRAMMING PHASE

Solicit programming information from Commission, Commission's representative, proposed user / operator, and other agents and/or consultant to ascertain design needs, requirements and criteria. This may include, but is not limited to, listing and clarifying primary uses such as multi-purpose and exercise rooms, staff needs such as offices, storage rooms, restrooms, and all other auxiliary spaces; adjacencies of rooms and spaces to meet the stated program or functional need; user scenarios that show how spaces are used sequentially; site visits of precedent-setting community centers; and interface with user groups on multiple levels.

Translate programmatic information into bubble diagrams and conceptual design.

DESIGN THROUGH PLAN CHECK

This includes preparing conceptual design, schematic design, design development, working drawings and specifications.

- A. Prepare designs, plans, calculations, and specifications for the proposed facility, including but not limited to all on-site and related off-site work.
- B. Meet with Commission's representatives, proposed user and operator, and other agents to finalize the design scope of work and intent.
- C. Research and review all existing documents and data about the site including any available as-built information.
- D. Interface with all relevant governmental and other agencies having jurisdiction over this project, and ensure that all of their requirements are addressed in the projects design.
- E. Perform site investigations to identify below or aboveground structures, underground improvements including but not limited to abandoned and

active utilities and any other elements or factors that might affect the project.

- F. Prepare and present at least two different conceptual site and building designs.
- G. Present the conceptual designs to multiple audiences which may include the Commission, City of Montebello, Department of Community and Senior Services, Department of Public Works, Board of Supervisors' Offices, proposed user / operator, and other agents. This may include attending community meetings and making presentations to community groups as required.
- H. Landscape schemes shall incorporate environmentally responsible, yet easy to maintain plants, shrubs, and trees that are drought tolerant and, when mature, will provide ample shade.
- I. Refine one of the conceptual designs chosen most popular through consensus of the interest groups identified above and incorporate salient features from other schemes into one design.
- J. Complete design development, construction documents, bidding assistance, and construction administration phases.
- K. Complete utility usage / load calculations for water and electrical and size new system appropriately.
- L. Design the new project, drawn to scale, in AutoCAD 2005 or a newer version of AutoCAD. Include items such as, demolition plans, grading and civil engineering plans; architectural construction drawing and specifications and calculations; all needed building and site consultant drawings including mechanical, electrical, plumbing, and structural; landscape drawings; calculations for storm water pollution control requirements, filtering requirements and backflow preventers.
- M. Contract with and coordinate with furniture, fixture and equipment consultant to design and coordinate all furniture, fixture and equipment.
- N. Design shall include accessibility improvements required by code.
- O. Design shall include new site lighting.
- P. Design shall include new onsite and offsite improvements such as new and rehabilitated parking, sidewalks, curb and gutter, and related improvements as may be required by the City of Montebello and any other entity with jurisdiction.
- Q. Design the project so that there will be proper drainage and proper interface with existing site features including but not limited to curbs,

gutters, driveway aprons, other flatwork, art work, and setback requirements; new electrical transformer enclosures; trash enclosures; and any other site architectural structures. Coordinate all site utility elements for all site architectural structures with all utility purveyors. Update design, calculations, and specifications to meet utility requirements.

- R. Prepare written recommendations on how to protect and mitigate damage to existing structures and infrastructure while new improvements are constructed.
- S. Produce written specifications in CSI 16-division format, including sample Division 1 specifications to be provided by the Commission's Representative.
- T. Submit ready for competitive bidding, fully approvable, code-compliant, plans and specifications within budget and funding deadlines.
- U. **Value Engineering:** Consultant acknowledges and understands that it is Commission's objective to construct the Work, wherever possible and without sacrificing the Design, as economically as possible. Consistent with this objective, it shall be Consultant's obligation to perform detailed value engineering during the Project, and to make changes as necessary to keep the Consultant's final cost estimate within 10% of the currently established construction budget, so as to present to Commission alternative designs, engineering, materials, and methods of construction that will reduce costs and the contract time. For this purpose, the currently established construction budget is \$1.5 million (3,000 s.f. x \$500 / s.f.) Failure by Consultant to comply with such obligation may constitute a breach of this Agreement. Commission shall have the right, at its sole discretion, to decline to approve and incorporate Consultant's cost reduction alternatives into the Work.
- V. **Reproduction of Final Documents:** The Consultant shall cause two (2) sets of prints, specifications, estimates, etc. to be provided to the Commission at all submittal phases including such sets as may be required for plan check agencies and (one) 1 complete set of approved, reproducible construction documents to be delivered for construction solicitation purposes. The cost of reproducing these documents is included in the Consultant's basic fee.
- W. **Plan Check:** Prepare all information and documents necessary for plan check. Submit for the Commission's review and comment and make corrections at each of the following stages of development prior to submittal for plan check:
 - a. Schematic phase. Prepare conceptual drawings to submit to public agencies in City of Montebello such as Building and Safety, Fire

Department, Planning, and their equivalent, and other agencies to identify and confirm all building and site requirements upfront.

- b. Design Development Phase.
- c. Construction Documents at 50% completion.
- d. Construction Documents at 90% completion. Finally, in six months from the date the Notice to Proceed is issued submit for plan check to all authorities having jurisdiction over the project including but not limited to Building and Safety, Fire Department, Grading and Drainage Division, and local Planning departments. Prepare all calculations and in-person submittals. Complete all required corrections including those of any subconsultants and coordinate corrections among all disciplines. Prepare and make in-person resubmittals until all authorities having jurisdiction approve all the plans, specifications, and calculations.

X. **Corrections Required:** The Consultant shall promptly make all corrections in the construction documents necessary to obtain approval of the agencies described above for construction, services, and occupancy without additional compensation or reimbursement.

Y. **Cost Estimates:** Complete a written cost estimate in an electronic spreadsheet format program so that “what-if” scenarios and value-engineering can, if necessary, be considered throughout the design process. Additionally, prepare an ongoing value-engineering list of items and dollar amounts at each design phase that identifies possible options that may help project stay under budget during design, bid and construction phases. Submit cost estimates in the following format and at the following phases:

- a. **Schematic Design:** Conceptual lump sum cost estimate based on construction methods, improvement type, use, and size, at the conclusion of schematic design.
- b. **Design Development:** Detailed, itemized take-off estimate at the completion of design development.
- c. **Construction Documents:** Updated, detailed itemized take-off estimate at 50% construction documents; and final detailed itemized take-off estimate at 90% complete construction documents phase (plan check submittal).

BIDDING PHASE

- A. Assist the Commission with preparation of bid packages.
- B. Attend Pre-bid walk through and answer any questions.
- C. Issue addenda, as needed. Prepare responses and answers to questions raised by bidders.
- D. Review bids, review and make a determination on all proposed equals (substitutions), and make a recommendation on bids to the Commission.
- E. If re-bidding is required, update and revise bid packages as needed for a second bidding.

CONSTRUCTION OBSERVATION PHASE

- A. **Change Order Analysis:** Review contractors' change order requests and determine eligibility and reasonableness of items and cost. Counter-sign change orders.
- B. **Observations:** Conduct periodic observations and provide approval certifications for the work observed.
- C. **Construction Observation:** Construction administration, including but not limited to the following various sub-tasks:
 - 1. Attend Pre-Construction Conferences, Change Order negotiation meetings, and weekly on-site construction progress meetings with Contractors, Commission's Representative, Owner's Representative, and Construction Management Representative.
 - 2. Review and comment on all contractors' submittals (response time for each in parentheses) including product data (5 days), shop drawings (5 days), landscape / plant materials (2 days), alternates (5 days), requests for information (24 hours), project schedule (5 days), substitutions (5 days), and closeout submittals (5 days). Architect to review and make a determination on all proposed equals, validate the quality of the proposed material, and to solicit the Owner's or Owner's representative's approval on changed materials.
 - 3. Provide written observation reports of work to help assure good workmanship and compliance with specifications, and all applicable codes, and regulations.
 - 4. Prepare, maintain, and update project meeting minutes each week following each weekly construction job site meeting in a format approved by the Owner's representative. Minutes will be prepared or updated following the weekly job site meetings and distributed to construction team members, including the contractor, Commission, and other team members as required within three business days of the weekly job site meetings.
 - 5. Coordinate inspection activities with hazardous material removal consultants, if necessary.

6. Conduct inspections to verify that all phases of Contractor's work comply with project contract documents and manufacturer's specifications. Report any defective work to the Commission's Representative.
7. Document, through issuance of regular, periodic reports, construction activities including all noted and corrected deficiencies observed.
8. Verify and co-sign progress payments to ensure Contractor is requesting only appropriate amounts for work-in-place.
9. Engage a soils testing lab to take samples, to check soil composition and make recommendations for amendments to promote healthy growth in new plant material. Submit a copy of all testing results to Commission's representative.
10. Solicit, review and incorporate changes from the contractor's marked up as-built set into a final as-built set of drawings; then upon project completion, provide one electronic set, one reproducible set, and one bond paper set to the Owner and Owner's representative.

D. Trouble-shooting: Trouble-shooting and submission of written solutions to resolve construction defects and disputes.